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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
MEDFORD DIVISION

CARLO VERITAS,

Plaintiff(s),

vs.

COUNTRY MUTUAL INSURANCE
COMPANY,

Defendant(s).

CASE NO.: 1:15-cv-1623

COMPLAINT

Breach of Contract,

Claim over \$75,000

JURY TRIAL REQUESTED

COMES NOW the Plaintiff, represented by the undersigned attorney, and alleges as follows:

VENUE AND JURISDICTION

1. At all times material hereto, Carlo Veritas (Plaintiff) has been a resident of Jackson County Oregon.
2. At all times material hereto, Country Mutual Insurance Company, (Defendant) is and has been a corporation domiciled in the county of McLean, State of Illinois.
3. The claim and controversy in this matter exceeds \$75,000.00
4. Defendant is authorized to conduct insurance business in the State of Oregon, and subject to the laws of Oregon.

COMPLAINT

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5. The acts and/or omissions that form the basis of this complaint took place in the state of Oregon, this Court has jurisdiction over this matter pursuant to 28 USC §1332, and Venue is proper in the Medford Division.

FACTS MATERIAL TO ALL CLAIMS FOR RELIEF

6. At all times material hereto, Plaintiff owned the residential property located at 8351 Dead Indian Memorial Rd., Ashland OR 97520.
7. Plaintiff purchased a home owner Insurance Policy from Defendant. Specifically identified as policy number A36K4346062, (herein “The Policy”) from Defendant.
8. The Policy was in force and effect in or about February, 2015.
9. The Policy was in force and effect and all other times material to this Complaint.
10. In or about February 2015, Plaintiff’s above described residence was demolished.
11. In or about February 2015, Plaintiff’s personal property within the residence was demolished.
12. Defendant insured Plaintiff’s residence and personal property contained therein against the peril of destruction.
13. On or about March 2015, Plaintiff filed a claim in connection with the loss.
14. Defendant’s Claim Number assigned to this loss is 182-0033250.
15. On or about June 22, 2015 Defendant denied the claim.
16. At all times material, Defendant has had access to the damaged property.
17. Defendant has not been denied access to the property, documents or any other requested information.
18. To the best of Plaintiff’s knowledge and belief, Defendant has investigated the loss.

19. Under the terms of the Policy, in the case of loss to property, Plaintiff has damage provisions or coverage provisions that include:

- a. Replacement or Actual Cash Value for the building,
- b. Replacement or Actual Cash Value for contents,
- c. Debris Removal,
- d. Building Ordinance Expense,
- e. Additional Living Expense, and
- f. Other coverage(s).

20. Plaintiff has elected to replace the building.

21. Plaintiff has performed all actions and fulfilled all requirements on their part under the policy.

22. Defendant has failed to pay the full amounts due and owing under the coverage(s) provided by the policy.

23. Plaintiff is entitled to prejudgment interest at the legal rate of 9% per annum on the amount of judgment from December 8, 2012 until the date Judgment is entered herein.

24. As a result of the breach of contract and other actions outlined below by the Defendant, Plaintiff has been forced to hire an attorney to represent him in this matter. Plaintiff is entitled to recover his reasonable attorney fees incurred herein under ORS 742.061.

CLAIM 1 - BREACH OF CONTRACT

25. Plaintiff herein re-alleges and re-incorporates all proceeding paragraphs into this cause of action.

26. Plaintiff and Defendant had a contract for insurance.

27. At the time of the loss, the contract was in full force and effect.
28. Plaintiff has suffered a covered loss of property under the policy.
29. Plaintiff has performed all parts and conditions required on their part under the contract.
30. Plaintiff has demanded payment pursuant to the terms of the Contract.
31. Defendant has failed and refused to pay Plaintiff that which he is entitled under the contract for insurance.
32. Non-payment constitutes breach of the policy and the Contract.

PRAYER

33. WHEREFORE, Plaintiff prays for judgment as set forth herein, for economic damages in an amount not to exceed \$200,000, pre-judgment interest, reasonable attorney fees, costs and any other relief the Court deems just and appropriate.

DATED: 8/26/2015

/s/ Clinton L. Tapper

Clinton L. Tapper, Attorney for Plaintiff
OSB #084883